

IN THE DISTRICT COURT, NORTHERN JUDICIAL DISTRICT,
IN AND FOR SAN FRANCISCO COUNTY, CALIFORNIA

FILED #4

MAR 25 2019 Pd Si

SUSAN Y. SOONG
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

GLORIA J HUNTER,
Plaintiff,

Casa No.
Order No.

vs.

WELLS FARGO BANK,
Defendant.

CV 19 1531 JSC

PLAINTIFF MOTION FOR SUMMARY JUDGMENT

Plaintiff, GLORIA J HUNTER pursuant to California Rule of Civil Procedure 437c moves the Court for an order granting summary judgment against Defendant, Wells Fargo Bank, As shown herein, there is no genuine issue of material fact, and Plaintiff is entitled to judgment as a matter of law.

PRELIMINARY STATEMENTS

1. The grounds on which this motion is based are stated with particularity in Plaintiff's Letters and Notices and Certificate of Nonresponse, which is incorporated herein. As shown in the evidence, the Mortgage Contract, Note and Deed dated August 15, 2015 is null and void for failure to state a claim upon which relief maybe granted, Fraud, Unconscionable Contract, and all parties are in agreement do to tacit acquiescence by the Defendant and or their Authorized Representative.

2. The substantial matters of law to be argued are principally set forth in the evidence, and additional such matters are set forth herein The summary judgment evidence on which Plaintiff relies consists of (A) Debt Validation Letter, (B) Notice of Default and opportunity to cure, (C) Affidavit of Certificate of Non-Response, (D) Cover Letter, (E) Notice of Fraud, (F) the United States Constitution of 1798, (G) Undisclosed Investment Contract, the Howie Test, (H) Letter of Rogatory, (I) Breach of

Contract, (J) Affidavit of Gloria-J: Hunter, (K) Questions, (L) Attention Accounting, (M) Power of attorney,(N) Notice No Copies, (O) Explanation of Securitization,(P) Banks Can not Loan there Credit, (Q) Respa / Tila Letters, (R) The Fraud of WELLS FARGO BANK.,(S) Pay your Taxes 1099A, 8281,1096,1040-v (T) Authorization for Automatic Transfer unsigned(U)Authorization for Restriction, Payoff and Closure Bank Fraud(V) Real Release of Lien Payoff and Closure(w) False Notary Fraud(x) Deed of Reconveyance 7/12/2012 Full Reconveyance 7/24/2015 (y) fees and unsigned Docs. by the Plaintiff see attached exhibits.

ADDITIONAL SUBSTANTIAL MATTERS OF LAW TO BE ARGUED

3. The movant for summary judgment has the burden of showing that there is no genuine issue of material fact and that it is entitled to judgment as a matter of law. Bahl v. Bank of America (CAL.2001). Judge v. County of Sacramento(Cal.1993) . The issue in a summary judgment proceeding is whether there is a genuine issue of material fact. Mchugh v. Howard(CAL.1958) , Atchison v. McGee (CAL.][09 in

1956. 4.The question is not whether the summary judgment proof raises fact issues with reference to the essential elements of plaintiff's claim or cause of action, but whether the summary judgment proof establishes, as a matter of law, that there is no genuine issue of fact as to one or more of the essential elements of the plaintiff's cause of action. .

5. Once the movant establishes that no genuine issue of material fact exists regarding an essential element of the plaintiff's claim, the *non-movant must present competent summary judgment evidence* raising a fact issue on that element. Garcia v. Holt (CAL.2015). Under Rule 437c of the California Rules of Civil Procedure, a summary judgment is proper only when a movant establishes that there is no genuine issue of material fact and that she is entitled to judgment as a matter of law. Nallely Pacheco v.Cara Creations Inc (CAL.2015) .

6.The movant has the Burden of showing that there is no genuine issue of material fact and that she is entitled to judgment as a matter of law. Lucchessi v. Giannini and Uniac (CAL. 1984). Summary judgment is proper for a Plaintiff if her summary judgment proof establishes as a matter of

law that there exists no genuine issue of material fact concerning one or more essential elements of the plaintiff's cause of action. California Cravens v. State Board of Equalization (CAL.1997) . Summary judgment is also proper for a Plaintiff if she conclusively establishes all elements of her affirmative defenses as a matter of law. Beech Aircraft Corp v. Superior Ct.(CAL.1976) In order to defeat the granting of a motion for summary judgment, the non-movant must respond by producing evidence that raises a fact issue on each element on an affirmative defense Williams v. Williams(CAL.1967)

APPLICATION OF LAW TO SUMMARY JUDGMENT EVIDENCE

7. As shown by the Debt Validation Letter, Defendant was asked to provide proof of a valid contract requesting that the Defendant, Agent and or Agency send the Plaintiff valid proof of claim that the Plaintiff is legally obligated to pay the Defendant. (See exhibit A)

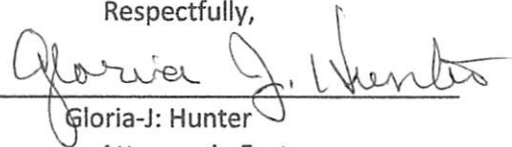
8.As shown by Affidavit of Notice of Default, Defendant refused to send a response on behalf of Wells Fargo Bank of an alleged debt. (See exhibit B)

9. As shown by Affidavit of Certificate of Non-Response, Defendant's agreed by tacit acquiescence that said case is settled and closed and Plaintiff have no obligation to pay an alleged Mortgage debt obtained by the Defendant Wells Fargo Bank and further pursuit of said debt is further agreement that WELLS FARGO BANK owe The Plaintiff 4 Million Dollars (\$4,00,000.00) and will take the necessary steps to collect her claim. (See exhibit x)

CONCLUSION

WHEREFORE, Plaintiff demands a judgment declaring that the Mortgage Note and Deed of Trust obtained, on August 15, 2015, is null and void, permanently stopping the Mortgage and awarding Plaintiff further relief as the Court deems just and proper.

Respectfully,

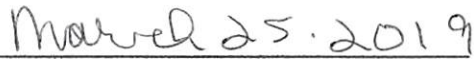
A handwritten signature in cursive script, appearing to read "Gloria J. Hunter", is written over a horizontal line.

Gloria-J: Hunter

Attorney in Fact

C/o 116 Kirkwood Ave.

San Francisco Ca. republic [94124]

A handwritten date "March 25, 2019" is written in cursive script over a horizontal line.

Date

CERTIFICATE OF MAILING

I hereby certify that this 101 -page MOTION FOR SUMMARY JUDGMENT is being mailed to WELLS FARGO BANK, at the address shown below.

WELL FARGO BANK
2701 WELLS FARGO WAY
MINNEAPOLIS MN. 55467

By: ***



*** Authorized Representative.

Gloria-J. Hunter, Attorney in Fact

C/o 116 Kirkwood Ave.

San Francisco California. republic [94124]

March 25. 2019

Date